

EXHIBIT “B”

Case No. CV 11 766353
Federal Home Loan Mortgage Corporation
vs. Reinaldo Rodriguez, et al

OTIRB Record Products

Preliminary Judicial Report
(04/15/2010)

PRELIMINARY JUDICIAL REPORT

Issued by First American Title Insurance Company

File No: 1
LSR No:

Premium: \$120.00
JR No:

Guaranteed Party Name: CCO Mortgage Corp.
Guaranteed Party Address: 10561 Telegraph Road
City, State, Zip: Glen Allen, VA 23059

Pursuant to your request for a Preliminary Judicial Report (hereinafter the Report) for use in judicial proceedings, First American Title Insurance Company (herein after the Company) hereby guarantees in an amount not to exceed \$39,945.99 that it has examined the public records in Cuyahoga County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in Reinaldo Rodriguez, divorced and not remarried, by instrument recorded in Quit Claim Deed from Carmen Rodriguez also known as Carmen Torres, divorced and not remarried, to Reinaldo Rodriguez, divorced and not remarried, dated December 19, 2003, filed December 30, 2003 at 4:01 P.M., as AFN No. 200312301199, in the Deed Records of Cuyahoga County, Ohio, and free from all encumbrances, liens or effects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: September 29, 2011 at 7:29 A.M.

Issued By: AccuTitle Agency, Inc.

Signed By:

Authorized Signatory or Agent

Please Print Name

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SCHEDULE A

DESCRIPTION OF LAND

Situated in the City of Cleveland, County of Cuyahoga and State of OHIO: And known as being subplot no. 632 in the Crawford Land Co.'s subdivision No. 2 of part of original Rockport township section no. 11, as shown by the recorded plat in volume 61 of Maps, page 20 of Cuyahoga County records and being 35 feet front on the easterly side of West 127th Street, and extending back of equal width 105 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel No. 018-29-133

Property Address: 3597 West 127th Street, Cleveland, OH 44111

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SCHEDULE B

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

1. Open End Mortgage in the amount of \$58,947.00 from Harry Figueroa, married, whose spouse Milagros Figueroa joins in execution to release dower, to Progressive Mortgage Corp, 5400 Transportation Blvd., Cleveland, OH 44125, dated May 11, 1994, recorded May 13, 1994, at 4:29 P.M., as Official Record Volume No. 94-04763, Page 6, in the Records of Cuyahoga County, Ohio.

Assignment of Mortgage from Progressive Mortgage Corp, an Ohio Corporation, no address given, to 1st Carolina Corporation, a South Carolina Corporation, 24 N. Market Street, Ste. 210, Charleston, SC 29401, dated May 11, 1994, filed May 13, 1994 at 4:29 P.M., as Official Record Volume No. 94-04763, Page 11, in the Records of Cuyahoga County, Ohio. (copy attached)

Assignment of Mortgage from 1st Carolina Corporation, a South Carolina Corporation, 24 N. Market Street, Ste. 210, Charleston, SC 29401, to Resource Bancshares Mortgage Group, Inc., 7909 Parklane Road, Columbia, South Carolina 29223, dated May 11, 1994, filed May 13, 1994 at 4:29 P.M., as Official Record Volume No. 94-04763, Page 13, in the Records of Cuyahoga County, Ohio. (copy attached)

Assignment of Mortgage from Corporation from Resource Bancshares Mortgage Group, Inc., 7909 Parklane Road, Columbia, South Carolina 29223, a Delaware Corporation, to Norwest Mortgage Inc., 1015 Tenth Avenue SE, Minneapolis, MN 55414, dated March 1, 1995, filed June 12, 1995 at 9:45 A.M., as Official Record Volume No. 95-04477, Page 48, in the Records of Cuyahoga County, Ohio. (copy attached)

Assignment of Mortgage from Norwest Mortgage Inc., 405 SW 5th Street, Des Moines, IA 50328 to GMAC Mortgage Corporation fka GMAC Mortgage Corporation of PA, 3451 Hammond Avenue, Waterloo, Iowa 50704-0780, dated December 3, 1996, filed April 15, 1997 at 11:31 A.M., as Official Record Volume No. 97-03282, Page 15, in the Records of Cuyahoga County, Ohio. (copy attached)

Release of Mortgage from Resource Bancshares Mortgage Group, Inc., dated October 11, 2000, filed October 17, 2000 at 11:25 A.M., as AFN No. 200010170177, in the Records of Cuyahoga County, Ohio. Note: Party releasing Mortgage no longer holds it. (copy attached)

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2. Open End Mortgage in the amount of \$72,250.00 from Carmen Rodriguez and Reinaldo Rodriguez, husband and wife, to Midwest America Financial, an Illinois Banking Corporation, 6157 N. Broadway 2N, Chicago, Illinois 60660, dated August 9, 2000, recorded August 24, 2000, at 3:36 P.M., as AFN No. 200008240861, in the Records of Cuyahoga County, Ohio.

Satisfaction of Mortgage from Bank One, National Association as Trustee (fka The First National Bank of Chicago, as Trustee) Residential Funding Corporation Attorney in Fact, POA Recording Information not given, dated April 3, 2001, filed April 17, 2001 at 12:12 P.M., as AFN No. 200104170574, in the Records of Cuyahoga County, Ohio. Note: Party releasing Mortgage does not hold it. (copy attached)

3. Mortgage in the amount of \$50,000.00 from Reinaldo Rodriguez, unmarried, to Charter One Bank, N.A., 1215 Superior Avenue, Cleveland, OH 44114, dated December 23, 2003, recorded December 30, 2003, at 4:01 P.M., as AFN No. 200312301200, in the Records of Cuyahoga County, Ohio.

Assignment of Mortgage from RBS Citizens, N.A. fka Citizens Bank, N.A., successor by merger to Charter One Bank, N.A., 1215 Superior Avenue, Cleveland, OH 44114 to Federal Home Loan Mortgage Corporation, 10561 Telegraph Road, Glen Allen, VA 23059, dated April 14, 2011, filed April 20, 2011 at 12:29 P.M., as AFN No. 201104200275, in the Records of Cuyahoga County, Ohio. (copy attached)

4. Open End Mortgage in the amount of \$9,000.00 from Reinaldo Rodriguez, unmarried, to Charter One Bank, N.A., 1215 Superior Avenue, Cleveland, OH 44114, dated December 23, 2003, recorded January 9, 2004, at 1:23 P.M., as AFN No. 200401090576, in the Records of Cuyahoga County, Ohio.
5. A Petition for Dissolution of Marriage by Carmen Rodriguez, Plaintiff, against Reinaldo Rodriguez, Defendant, filed November 4, 2003, as Case No. DR-03-295728, Decree of Dissolution filed December 10, 2003 as Volume 4240, Page 570, in the Records of Cuyahoga County, Ohio. (copy attached)
6. Parcel No. 018-29-133: Taxes and Assessments for the first half of 2010 are \$876.09, which have been paid. Taxes and Assessments for the second half of 2010 and subsequent years are a lien not yet due and payable.
7. Easements, restrictions and covenants of record.

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**CONDITIONS AND STIPULATIONS
OF THIS PRELIMINARY JUDICIAL REPORT**

1. Definition of Terms

Guaranteed Party : The party or parties named herein or the purchaser at judicial sale.

Guaranteed Claimant : Guaranteed Party claiming loss or damage hereunder.

Land : The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term land does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

Public Records : Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given to Guaranteed Claimant

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year

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after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Party. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- a. To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- b. To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c. To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to Blank Title Insurance Company.

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EXCLUSIONS FROM COVERAGE

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.

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PJR EXTENDED COVERAGE ENDORSEMENT

Attached to and made a part of Preliminary Judicial Report No.

Issued by First American Title Insurance Company

The above-referenced Preliminary Judicial Report is amended as follows:

1. Definition of Terms is amended as follows:

Guaranteed Party : All parties to the proceedings and the purchaser at judicial sale.

5. Extent of Liability is amended to read as follows:

The liability of the Company to any Guaranteed Claimant or Guaranteed Party shall in no case exceed in the aggregate the amount stated herein; however, expenditures for litigation costs and attorney's fees incurred in contesting a claim or reopening, continuing or initiating a judicial proceeding, shall not reduce the amount recoverable herein.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability, subparagraphs (a) and (d) are amended to read as follows:

- a. To pay or tender to the Guaranteed Claimant the amount guaranteed under the Report or the balance remaining thereof. If this option is exercised, all liability of the Company under this Report terminates.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the non-monetary defect or non-monetary encumbrance guaranteed against by this Report

This endorsement is made a part of the preliminary judicial report referred to above, and except as modified herein, is subject to the terms and provisions thereof.

Date: March 18, 2011

First American Title Insurance Company
Issued by: AccuTitle Agency, Inc.

Signed By: _____
Authorized signatory